

1 THE HONORABLE DAVID G ESTUDILLO
2
3
4
5
6
7

8 UNITED STATES DISTRICT COURT
9 FOR THE WESTERN DISTRICT OF WASHINGTON
10 AT TACOMA

11 BRITTANY BRAUER, an individual,

12 Plaintiff,

13 v.

14 MCNAB SHEPHERD REGISTRY, a
15 Texas company, RON PRENTICE, an
16 individual, CLARK CARLTON, an
individual, and DAVID PROCIDA, an
individual,

17 Defendants.

18 Civil Action No. 3:24-cv-05986

19
20 **STIPULATED PROTECTIVE ORDER**

21 1. **PURPOSES AND LIMITATIONS**

22 In this action between competitors in the dog breeding industry discovery is likely to
23 involve production of confidential, proprietary, or private information for which special protection
24 may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the
25 following Stipulated Protective Order. The parties acknowledge that this agreement is consistent
26 with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery,
the protection it affords from public disclosure and use extends only to the limited information or

1 items that are entitled to confidential treatment under the applicable legal principles, and it does
 2 not presumptively entitle parties to file confidential information under seal.

3 2. **"CONFIDENTIAL" MATERIAL**

4 "Confidential" material shall include the following documents and tangible things
 5 produced or otherwise exchanged: sensitive financial and business information that is not publicly
 6 known but does not constitute a trade secret.

7 3. **"CONFIDENTIAL -- ATTORNEY'S EYES ONLY" MATERIAL**

8 "Confidential – Attorney's Eyes Only" material shall mean any sensitive information the
 9 receipt of which by the receiving party in this litigation would provide an unfair competitive
 10 advantage including but not limited to sales, revenue, expense, financial data, customer lists,
 11 formulas, compilations, programs, devices, methods, techniques, processes, research and
 12 development or any other information that is not publicly known and that derives independent
 13 economic value, actual or potential, from not being generally known.

14 4. **SCOPE**

15 The protections conferred by this agreement cover not only "Confidential" or "Confidential
 16 Attorney's Eyes Only" material (as defined above), but also (1) any information copied or
 17 extracted from "Confidential" or "Confidential Attorney's Eyes Only" material; (2) all copies,
 18 excerpts, summaries, or compilations of "Confidential" or "Confidential Attorney's Eyes Only"
 19 material; and (3) any testimony, conversations, or presentations by parties or their counsel that
 20 might reveal "Confidential" or "Confidential Attorney's Eyes Only" material.

21 However, the protections conferred by this agreement do not cover information that is in
 22 the public domain or becomes part of the public domain through trial or otherwise.

23 5. **ACCESS TO AND USE OF CONFIDENTIAL MATERIAL**

24 5.1 **Basic Principles.** A receiving party may use confidential material that is disclosed
 25 or produced by another party or by a non-party in connection with this case only for prosecuting,
 26 defending, or attempting to settle this litigation. Confidential material may be disclosed only to the
 27 categories of persons and under the conditions described in this agreement. Confidential material

1 must be stored and maintained by a receiving party at a location and in a secure manner that ensures
 2 that access is limited to the persons authorized under this agreement.

3 5.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered
 4 by the court or permitted in writing by the designating party, a receiving party may disclose any
 5 confidential material only to:

6 (a) the receiving party’s counsel of record in this action, as well as employees
 7 of counsel to whom it is reasonably necessary to disclose the information for this litigation;

8 (b) the officers, directors, and employees (including in house counsel) of the
 9 receiving party to whom disclosure is reasonably necessary for this litigation, unless the parties
 10 agree that a particular document or material produced is for Attorney’s Eyes Only and is so
 11 designated;

12 (c) experts and consultants to whom disclosure is reasonably necessary for this
 13 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
 14 provided that (i) before any expert or consultant receives Confidential material, such signed
 15 acknowledgement and agreement must be served upon the producing party with a current
 16 curriculum vitae of the consultant or expert at least 15 days before access to the Confidential
 17 material is to be given to such consultant or expert; (ii) the producing party may notify the
 18 receiving party that it objects to disclosure of the Confidential material to the consultant or expert;
 19 (iii) the parties shall promptly confer in good faith to resolve such objection; (iv) if the parties are
 20 unable to resolve such objection, the objecting party may file a motion with the court within 15
 21 days of its receipt of the notice, or within such other time as the parties may agree, seeking a
 22 protective order with respect to the proposed disclosure; (v) the objecting party shall have the
 23 burden of proving the need for a protective order; and (vi) no disclosure shall occur until all such
 24 objections are resolved by agreement or court order;

25 (d) the court, court personnel, and court reporters and their staff;

26 (e) copy or imaging services retained by counsel to assist in the duplication of
 27 confidential material, provided that counsel for the party retaining the copy or imaging service

1 instructs the service not to disclose any confidential material to third parties and to immediately
 2 return all originals and copies of any confidential material;

3 (f) during their depositions, witnesses in the action to whom disclosure is
 4 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”
 5 (Exhibit A), unless otherwise agreed by the designating party or ordered by the court. Pages of
 6 transcribed deposition testimony or exhibits to depositions that reveal confidential material must
 7 be separately bound by the court reporter and may not be disclosed to anyone except as permitted
 8 under this agreement;

9 (g) the author or recipient of a document containing the information or a
 10 custodian or other person who otherwise possessed or knew the information;

11 (h) for material designated “Confidential Attorney’s Eyes Only”, access to such
 12 material shall be limited to individuals listed in paragraphs 4.2(a) and (c) through (g).

13 5.3 Filing “Confidential” or “Confidential Attorney’s Eyes Only” Material. Before
 14 filing confidential material or discussing or referencing such material in court filings, the filing
 15 party shall confer with the designating party, in accordance with Local Civil Rule 5(g)(3)(A), to
 16 determine whether the designating party will remove the “Confidential” or “Confidential
 17 Attorney’s Eyes Only” designation, whether the document can be redacted, or whether a motion
 18 to seal or stipulation and proposed order is warranted. During the meet and confer process, the
 19 designating party must identify the basis for sealing the specific “Confidential” or “Confidential
 20 Attorney’s Eyes Only” information at issue, and the filing party shall include this basis in its
 21 motion to seal, along with any objection to sealing the information at issue. Local Civil Rule 5(g)
 22 sets forth the procedures that must be followed and the standards that will be applied when a party
 23 seeks permission from the court to file material under seal. A party who seeks to maintain the
 24 confidentiality of its information must satisfy the requirements of Local Civil Rule 5(g)(3)(B),
 25 even if it is not the party filing the motion to seal. Failure to satisfy this requirement will result in
 26 the motion to seal being denied, in accordance with the strong presumption of public access to the
 27 Court’s files.

1 6. **DESIGNATING PROTECTED MATERIAL**

2 6.1 **Exercise of Restraint and Care in Designating Material for Protection.** Each party
 3 or non-party that designates information or items for protection under this agreement must take
 4 care to limit any such designation to specific material that qualifies under the appropriate
 5 standards. The designating party must designate for protection only those parts of material,
 6 documents, items, or oral or written communications that qualify, so that other portions of the
 7 material, documents, items, or communications for which protection is not warranted are not swept
 8 unjustifiably within the ambit of this agreement.

9 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
 10 shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to
 11 unnecessarily encumber or delay the case development process or to impose unnecessary expenses
 12 and burdens on other parties) expose the designating party to sanctions.

13 If it comes to a designating party's attention that information or items that it designated for
 14 protection do not qualify for protection, the designating party must promptly notify all other parties
 15 that it is withdrawing the mistaken designation.

16 6.2 **Manner and Timing of Designations.** Except as otherwise provided in this
 17 agreement (see, *e.g.*, second paragraph of section 5.2(b) below), or as otherwise stipulated or
 18 ordered, disclosure or discovery material that qualifies for protection under this agreement must
 19 be clearly so designated before or when the material is disclosed or produced.

20 (a) **Information in documentary form:** (*e.g.*, paper or electronic documents and
 21 deposition exhibits, but excluding transcripts of depositions or other pretrial or trial proceedings),
 22 the designating party must affix the word "CONFIDENTIAL" or "CONFIDENTIAL—
 23 ATTORNEYS EYES ONLY" to each page that contains confidential material. If only a portion
 24 or portions of the material on a page qualifies for protection, the producing party also must clearly
 25 identify the protected portion(s) (*e.g.*, by making appropriate markings in the margins).

26 (b) **Testimony given in deposition or in other pretrial proceedings:** the parties
 27 and any participating non-parties must identify on the record, during the deposition or other pretrial

1 proceeding, all protected testimony, without prejudice to their right to so designate other testimony
 2 after reviewing the transcript. Any party or non-party may, within fifteen days after receiving the
 3 transcript of the deposition or other pretrial proceeding, designate portions of the transcript, or
 4 exhibits thereto, as confidential. If a party or non-party desires to protect “Confidential” or
 5 “Confidential Attorney’s Eyes Only” information at trial, the issue should be addressed during the
 6 pre-trial conference.

7 (c) Other tangible items: the producing party must affix in a prominent place
 8 on the exterior of the container or containers in which the information or item is stored the word
 9 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection,
 10 the producing party, to the extent practicable, shall identify the protected portion(s).

11 6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
 12 designate qualified information or items does not, standing alone, waive the designating party’s
 13 right to secure protection under this agreement for such material. Upon timely correction of a
 14 designation, the receiving party must make reasonable efforts to ensure that the material is treated
 15 in accordance with the provisions of this agreement.

16 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

17 7.1 Timing of Challenges. Any party or non-party may challenge a designation of
 18 confidentiality at any time. Unless a prompt challenge to a designating party’s confidentiality
 19 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
 20 burdens, or a significant disruption or delay of the litigation, a party does not waive its right to
 21 challenge a confidentiality designation by electing not to mount a challenge promptly after the
 22 original designation is disclosed.

23 7.2 Meet and Confer. The parties must make every attempt to resolve any dispute
 24 regarding confidential designations without court involvement. Any motion regarding confidential
 25 designations or for a protective order must include a certification, in the motion or in a declaration
 26 or affidavit, that the movant has engaged in a good faith meet and confer conference with other
 27 affected parties in an effort to resolve the dispute without court action. The certification must list

1 the date, manner, and participants to the conference. A good faith effort to confer requires a face-
 2 to-face meeting or a telephone conference.

3 7.3 Judicial Intervention. If the parties cannot resolve a challenge without court
 4 intervention, the designating party may file and serve a motion to retain confidentiality under Local
 5 Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of
 6 persuasion in any such motion shall be on the designating party. Frivolous challenges, and those
 7 made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on
 8 other parties) may expose the challenging party to sanctions. All parties shall continue to maintain
 9 the material in question as confidential until the court rules on the challenge.

10 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
 11 LITIGATION

12 If a party is served with a subpoena or a court order issued in other litigation that compels
 13 disclosure of any information or items designated in this action as “CONFIDENTIAL” or
 14 “CONFIDENTIAL — ATTORNEYS EYES ONLY,” that party must:

15 (a) promptly notify the designating party in writing and include a copy of the
 16 subpoena or court order;

17 (b) promptly notify in writing the party who caused the subpoena or order to
 18 issue in the other litigation that some or all of the material covered by the subpoena or order is
 19 subject to this agreement. Such notification shall include a copy of this agreement; and

20 (c) cooperate with respect to all reasonable procedures sought to be pursued by
 21 the designating party whose confidential material may be affected.

22 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

23 If a receiving party learns that, by inadvertence or otherwise, it has disclosed
 24 “Confidential” or “Confidential Attorney’s Eyes Only” material to any person or in any
 25 circumstance not authorized under this agreement, the receiving party must immediately (a) notify
 26 in writing the designating party of the unauthorized disclosures, (b) use its best efforts to retrieve
 27 all unauthorized copies of the protected material, (c) inform the person or persons to whom

1 unauthorized disclosures were made of all the terms of this agreement, and (d) request that such
 2 person or persons execute the “Acknowledgment and Agreement to Be Bound” that is attached
 3 hereto as Exhibit A.

4 **10. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED**
 5 **MATERIAL**

6 When a producing party gives notice to receiving parties that certain inadvertently
 7 produced material is subject to a claim of privilege or other protection, the obligations of the
 8 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision
 9 is not intended to modify whatever procedure may be established in an e-discovery order or
 10 agreement that provides for production without prior privilege review. The parties agree to the
 11 entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.

12 **11. NON TERMINATION AND RETURN OF DOCUMENTS**

13 Within 60 days after the termination of this action, including all appeals, each receiving
 14 party must return all “Confidential” or “Confidential Attorney’s Eyes Only” material to the
 15 producing party, including all copies, extracts and summaries thereof. Alternatively, the parties
 16 may agree upon appropriate methods of destruction.

17 Notwithstanding this provision, counsel are entitled to retain one archival copy of all
 18 documents filed with the court, trial, deposition, and hearing transcripts, correspondence,
 19 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work
 20 product, even if such materials contain confidential material.

21 The confidentiality obligations imposed by this agreement shall remain in effect until a
 22 designating party agrees otherwise in writing or a court orders otherwise.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

1 DATED: 6/9/2025

2 BAMERT REGAN

3 s/ John J. Bamert

4 John J. Bamert, WSBA No. 48128

5 Bamert@BamertRegan.com

6 Lauren A. Salatto-Rosenay (*pro hac vice*)

7 Rosenay@BamertRegan.com

600 1st Ave, Suite 330-55215

Seattle, Washington 98104

206.486.7021

8 *Counsel for Plaintiff Brittany Brauer*

9
10 DATED: 6/9/2025

BENDER LAW | PLLC

11 By: s/ John Bender

12 John Bender, WSBA 19540

13 4634 East Marginal Way S

14 Suite C-150

15 Seattle, WA 98134

16 (206) 577-7987

17 E-mail: john@bender-law.com

18 *Attorney for Defendants*

19 //

20 //

21

22

23

24

25

26

27

1
2 PURSUANT TO STIPULATION, IT IS SO ORDERED
3

4 IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any
5 documents, electronically stored information (ESI) or information, whether inadvertent or
6 otherwise, in this proceeding shall not, for the purposes of this proceeding or any other federal or
7 state proceeding, constitute a waiver by the producing party of any privilege applicable to those
8 documents, including the attorney-client privilege, attorney work-product protection, or any other
9 privilege or protection recognized by law. This Order shall be interpreted to provide the maximum
10 protection allowed by Fed. R. Evid. 502(d). The provisions of Fed. R. Evid. 502(b) do not apply.
11 Nothing contained herein is intended to or shall serve to limit a party's right to conduct a review
12 of documents, ESI or information (including metadata) for relevance, responsiveness and/or
13 segregation of privileged and/or protected information before production. Information produced
14 in discovery that is protected as privileged or work product shall be immediately returned to the
producing party.

15
16 Dated this 12th day of June, 2025.



17
18
19 David G. Estudillo
20
21 United States District Judge
22
23
24
25
26
27

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Western District of Washington on [date] in the case of _____ [insert formal name of the case and the number and initials assigned to it by the court]. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Western District of Washington for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: _____

City and State where sworn and signed:

Printed name:

Signature: